New Hanover County Contract # 26-0212

Pen-Link, Ltd.
3400 Plantation Drive, Suite 200
Lincoln, NE 68516
United States

Quote Information

Prepared By	Shelley Sorensen	Quote Number	00055838
Created Date	9/26/2025	Payment Terms	Net 30
Expiration Date	10/31/2025	Freight Terms	FOB Origin
		Term Length	12

Address Information

New Hanover County Sheriff - Wilmington (NC)
3950-D Juvenile Center Road
Castle Hayne, North Carolina 28429
United States

New Hanover County Sheriff - Wilmington (NC)
3950 - D Juvenile Center Road
Castle Hayne, North Carolina 28429
United States

Products & Services

Item Description	Quantity	Sales Price	Discount Each	Total Price
Tangles - Shield - 1 Concurrent License & 5 Named Users - 100 Searches per Concurrent License/Month - 25 Analysis Requests per Concurrent License/Month - 10 Active Monitors	1.00	USD 27,000.00	4,050.00	USD 22,950.00
Webloc User	1.00	USD 16,500.00	2,475.00	USD 14,025.00
Additional Concurrent Licenses - Shield	2.00	USD 7,500.00	900.00	USD 13,200.00
Additional 10 Monitors	1.00	USD 14,000.00	1,680.00	USD 12,320.00
On-Site Training Workshop - (2 Days | 8 Users) 2 Day Training workshop. Allows up to 8 Students per 1 Qty	1.00	USD 8,000.00	1,200.00	USD 6,800.00
AI Face Detection - Shield	1.00	USD 5,000.00	750.00	USD 4,250.00
AI Objects, OCR, Landmark - Shield	1.00	USD 5,000.00	750.00	USD 4,250.00
Tangles Online Training Center	1.00	USD 0.00	0.00	USD 0.00

Totals

Subtotal	USD 90,500.00
Discount	USD 12,705.00
Tax	USD 0.00
Total price	USD 77,795.00

Additional notes (if applicable)

Pen-Link, Ltd. DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

This document contains confidential and proprietary information and is the copyrighted property of Pen-Link, Ltd and its Subsidiaries. Distribution of this document within the receiving agency or company is permitted, but only to such personnel as may be required to meet the goals of the project for which this document was provided. Recipients of this document may not reproduce it, in part or in whole, in any form, or convey its contents to external agencies by any means, without the express written consent of Pen-Link, Ltd or one of its Subsidiaries. This document may not be distributed, in part or in whole, in any form, to any commercial, non-government entity.

TERMS AND CONDITIONS:

https://www.penlink.com/terms-of-service/

Pen-Link, Ltd.
3400 Plantation Drive, Suite 200
Lincoln, NE 68516
United States

BL 10/16/25

Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

LO 10/15/25

Contract not to exceed $77,795.00 .

BL 10/16/25

The contract term is November 1, 2025 through October 31, 2026.

LO 10/24/25

BL 10/24/25

Pen-Link, Ltd. DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

This document contains confidential and proprietary information and is the copyrighted property of Pen-Link, Ltd and its Subsidiaries. Distribution of this document within the receiving agency or company is permitted, but only to such personnel as may be required to meet the goals of the project for which this document was provided. Recipients of this document may not reproduce it, in part or in whole, in any form, or convey its contents to external agencies by any means, without the express written consent of Pen-Link, Ltd or one of its Subsidiaries. This document may not be distributed, in part or in whole, in any form, to any commercial, non-government entity.

TERMS AND CONDITIONS:

https://www.penlink.com/terms-of-service/

Tangles Terms of Service

1. Proprietary and confidential information

Nothing in this Proposal shall be deemed to grant to the Customer and/or End User any rights in patents, copyrights, proprietary information and trade secrets in the hardware, licensed software, documentation and services (collectively, the Deliverables). Customer and/or the End User shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the Deliverables.

The Terms of this Proposal are confidential and may only be disclosed on a need to know basis, and in any event, may not be disclosed to any third party. Customer and End Users are prohibited from disclosing use of the Deliverables, names of Pen-Link, Ltd.'s tools and technologies, the existence of this agreement or the relationship between Customers and End Users and Pen-Link, Ltd. to any third party, without the prior written consent of Pen-Link, Ltd.. Customers and End Users affirm that they will not reference Pen-Link, Ltd. (including any Pen-Link, Ltd. tool or technology) or use the output of the Deliverables in any judicial, regulatory or other government proceeding or disclose such information publicly in any forum, without Pen-Link, Ltd.'s prior written consent. In addition, Customers and End Users shall refrain from referencing Pen-Link, Ltd. and any Pen-Link, Ltd. tool or technology in using the Deliverables electronically.

2. Product and software licenses

The Deliverables, including the licensed software and the documentation are owned by Pen-Link, Ltd. and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Pen-Link, Ltd. will grant to the End User a limited, non-transferable and non-exclusive license to the extent required to use and operate the licensed software pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

Restrictions On Use: Neither the Customer nor the End Users shall, without Pen-Link, Ltd.'s prior written permission (i) use or permit the use of the licensed software and/or the documentation for any purpose or use other than the operation of the product supplied by Pen-Link, Ltd. in accordance with its intended use; (ii) transfer, export, resell, ship or divert the licensed software and/or the documentation to any third party; (iii) reverse engineer, disassemble, or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the licensed software and/or the documentation.

All products are provided with a 90-day temporary license. A perpetual license key shall be provided to the End User upon completion of payments, and subject to compliance with the Terms of this proposal.

3. Taxes

The prices in this Proposal do not include any customs, duties, value added tax or any other assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by the Customer/End Users. In order to avoid any doubt, in the event that taxes are withheld, then such withholding taxes shall be added to the payment due Pen-Link, Ltd., and the Proposal price shall be grossed up to include such taxes.

4. Limitation of liability

PEN-LINK, LTD. makes, and Customer and End User receive, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement, the Services and Deliverables provided pursuant to it. PEN-LINK, LTD. specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non- infringement of any third party rights. In no event shall PEN-LINK, LTD. be liable for indirect, consequential or incidental damages (including damages for loss of profits, revenue, data or use) arising out of this Agreement or incurred by any Customer or End User, whether in an action in contract or tort, even if PEN-LINK, LTD. has been advised of the possibility of such damages. PEN-LINK, LTD. maximum amount of liability for damages hereunder shall in no event exceed the amount paid by the Customer or End User directly to PEN-LINK, LTD. and nothing else.

5. Operation – product and software

Use of the Deliverables shall be in accordance with applicable laws and shall be the exclusive province and responsibility of Customer and the End Users. Pen-Link, Ltd. will not engage in operation or use of Deliverables on behalf of Customer or End Users. Customer and/or End Users shall indemnify Pen-Link, Ltd. and its suppliers for any claims made against Pen-Link, Ltd. and/or its suppliers in this regard. To the extent that use of certain aspects of the Deliverables, require use of an account and password, Customer and End Users are solely responsible for maintaining the confidentiality of the account and password and for restricting access to computers, and agree to accept responsibility for all activities that occur under any account or password. Customer may be liable for losses incurred by Pen-Link, Ltd. or others due to any unauthorized use of the Deliverables, including any software, services or account.

6. Permits

It should be the exclusive responsibility of the Customer to obtain any, and all, applicable permits, including but not limited to, marketing and export permits, as may be required under applicable export control law.

7. Data Access and Privacy Policy

Customers and End Users may choose to allow the Deliverables to automatically retrieve data from your system(s) or third-party systems, accounts or web sources or services or to call the servers of other websites or services solely at the direction of and as a convenience to Customers and End Users (individually or collectively "Third Party Sites"), on your behalf and/or you may use the Deliverables to do so, at your direction. Customer and End Users agree that all actions taken through the Deliverables are the acts of the Customer and its End Users and not Pen-Link, Ltd.. In order to connect the Deliverables to access or retrieve data from any third-party system, services or Third Party Sites, Customer and End Users hereby agree that such connection, access or retrieval shall be done at their sole direction and control.

Customer and End Users represent and warrant that they have all valid, relevant legal authority to carry out search activities and online access of your systems or Third-Party Sites, online accounts or other web sources, pursuant to relevant law governing their law enforcement or similar governmental role and pursuant to the relevant law governing the jurisdiction(s) in which they operate. Customer and End Users represent and warrant that they have permission, authority and rights to use the Deliverables to access Third Party Sites, online accounts or other web sources and/or to allow automatic access to such system(s), services, Third Party Sites, online accounts or other web sources and retrieve data therefrom by indicating the same within the user interface of the Deliverables. Customers and End Users represent and warrant that their use of the Deliverables will not violate any relevant terms of service, privacy policy, other agreements governing such Third-Party Sites, accounts or web sources, or any express or implied communication, request or demand from any third party. Customers and End Users represent and warrant that they have the right to access Third Party Sites, online accounts or other web sources pursuant to relevant terms of service or other agreements governing such accounts or web sources, or other valid sources of legal authority. Any action performed in the Deliverables by the Customer or End Users and/or data storage and/or any possible

violation of a Third-Party Site's, online account's or other web source's policies or terms are the sole responsibility of Customer and its End Users and are acts carried out by Customer and its End Users. Pen-Link, Ltd. disclaims any and all liability associated with accessing and retrieving data from such system(s), services, Third Party Sites, accounts or web sources. IF AT ANY TIME CUSTOMER DOES NOT HAVE THE RIGHT AND AUTHORITY TO USE THE DELIVERABLES TO ACCESS, RETRIEVE DATA OR CONNECT TO OR TO AUTOMATICALLY ACCESS, RETRIEVE DATA OR CONNECT TO SUCH SYSTEM(S), SERVICE(S), THIRD PARTY SITES, ACCOUNTS OR WEB SOURCES,

THEN CUSTOMER AND END USERS HEREBY AGREE TO IMMEDIATELY CEASE USE OF THE DELIVERABLES AND CEASE ACCESS TO SUCH RESOURCES.

Restrictions on use: Neither the Customer nor the End Users shall, without Pen-Link, Ltd.'s written permission (i) use or permit the use of the Deliverables, including the licensed software and/or the documentation, for any purpose or use other than the operation of the product supplied by Pen-Link, Ltd. in accordance with its intended use; (ii) divert the Deliverables, including the licensed software and/or the documentation, to any third party; (iii) reverse engineer or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the Deliverables, including the licensed software and/or the documentation.

The Deliverables enable effective searches of open source information from the web. As a policy, Pen-Link, Ltd. doesn't intentionally collect or store personal information in its databases for any usage.

Customer and End Users represent, warrant, and agree that: (a) they have obtained data lawfully, and such data does not and will not violate any applicable laws or any person or entity's rights, including such person's privacy, proprietary or intellectual property or moral rights; (b) the data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or software of Pen-Link, Ltd.; (c) Customer and End Users are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to data accessed, collected and/or stored hereunder; and (d) the data complies with the terms of these Terms. For purposes of clarity, Pen-Link, Ltd. takes no responsibility and assumes no liability for any data, and Customer and End Users will be solely responsible for their data and the consequences of access, collecting, storing, sharing or disclosing it hereunder. Pen-Link, Ltd. will not be responsible for any backup, recovery or other steps required to ensure that data is recoverable in the case of data loss. Customer and End Users are solely responsible for backing up their data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of their data.

8. Product and software licenses

The licensed software and the documentation are owned by Pen-Link, Ltd. and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Pen-Link, Ltd. will grant to the Customer and its End Users a limited, non-transferable and non-exclusive license to the extent required to use and operate it pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

LO
10/2/25

9. Indemnity

To the extent permitted by law,

Customer and End User agree to defend, indemnify and hold harmless PEN-LINK, LTD. (as defined in ¶4.4) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Customer's and/or End Users' modification or misuse of and/or improper granting of access to the Deliverables; (b) Customer's or End Users' violation of any of the terms of this Agreement including without limitation, breach of any of the representations and warranties above; (c) Customer's and/or End Users' violation of or data violating any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Customer's and/or End Users' violation of any law, rule or regulation of the United States or any other country; (e) any claim for damages that arise as a result of any of Customer's and/or End Users' data or any other data that are collected or submitted through use of the Deliverables; or (f) any other party's access and use of the Deliverables provided by Customer and/or End Users.

Pen-Link, Ltd. will have the right to control the defense, settlement, adjustment or compromise of any such claims,

actions or proceedings by using counsel selected by Pen-Link, Ltd.. Pen-Link, Ltd. will use reasonable efforts to notify Customer of any such claims, actions, or proceedings upon becoming aware of the same.

10. Miscellaneous

Notice and Modifications. Pen-Link, Ltd. may provide Customer and End Users with notices, including those regarding changes to Pen-Link, Ltd. terms and conditions, by email, regular mail, or postings on a service through the Deliverables. Notice will be deemed given twenty-four (24) hours after email is sent, unless Pen-Link, Ltd. is notified that the email address is invalid. Alternatively, Pen-Link, Ltd. may give Customer legal notice by mail to a postal address, if provided by Customer. In such case, notice will be deemed given three days after the date of mailing. Notice posted on a service through the Deliverables is deemed given five (5) days following the initial posting. Pen-Link, Ltd. reserves the right to determine the form and means of providing notifications to Customer and End Users. Pen-Link, Ltd. is not responsible for any automatic filtering Customer, End Users or their network providers may apply to email notifications Pen-Link, Ltd. sends to the email address provided. Pen-Link, Ltd. may, in its sole discretion, modify or update these Terms from time to time, and so Customer and End Users should review this page periodically. Customers' or End Users' continued use of the Service after any notice of change constitutes acceptance of the new Terms. If any such revision is unacceptable to Customer or End Users, their only remedy is to cease use of Pen-Link, Ltd. Deliverables. If Customer or End Users do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Deliverables.

Waiver. The failure of Pen-Link, Ltd. to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Pen-Link, Ltd..

Severability. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

Assignment. These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by Customer or End Users, but may be assigned by Pen-Link, Ltd. without restriction or any need for authorization from Customer.

Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

Headings. The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and Pen-Link, Ltd. relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Pen-Link, Ltd. as set forth in these Terms.

11. Governing Law; Venue; Waiver of Jury Trial

LO 10/15/25

This Agreement and any dispute of any sort that might arise between the Parties shall be governed by the laws of the State of ~~Nebraska~~ North Carolina without regard to choice of law principles. The federal and state courts located in ~~City of Lincoln~~ New Hanover County and State of ~~Nebraska~~ North Carolina shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The Parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party waives the right to trial by jury in any action arising out of or relating to this Agreement.

10/14/2025

Shelley Sorensen

Signature Page

Contract #:

26-0212

NEW HANOVER COUNTY

Chris Coudriet

County Manager

Manager Date Signed:

11/3/2025

ATTEST:

Kymberleigh G. Crowell

Clerk to the Board

Clerk Date Signed

11/3/2025

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Eric Credle

County Finance Officer

Finance Date Signed

11/3/2025

Approved as to form:

Kemp Burpeau, Deputy

County Attorney

Attorney Date Signed

11/4/2025

INVOICE

New Remittance Address:
Pen-Link, LTD
PO Box 6561
Lincoln NE 68506
accountsreceivable@penlink.com

Pen-Link, Ltd.
5944 Vandervoort Drive
Lincoln NE 68516
United States
accounting@penlink.com

DATE: 8/19/2025
INVOICE #: INVUS-10408

BILL TO

New Hanover County Sheriff - Wilmington (NC)
104 North Fourth Street
Wilmington NC 28401
United States

SHIP TO

New Hanover County Sheriff - Wilmington (NC)
104 North Fourth Street
Wilmington NC 28401
United States

PO #	CUSTOMER	FOB	DUE DATE	TERMS
20260311-00	NHCS0-0001-00 New Hanover County Sheriff - Wilmington (NC)		9/18/2025	Net 30

Product Name	QTY	RATE	AMOUNT
PENPOINT 1-PACK	5	$799.00	$3,995.00
PenLink Academy Training Subscription	1	$844.38	$844.38
PLX SOFTWARE MAINTENANCE AND SUPPORT - STANDARD	1	$4,860.60	$4,860.60
PENPOINT 1-PACK	2	$799.00	$1,598.00

Period of Performance: 9/1/2025 - 8/31/2026

11032700 700329

RECEIVED
By Shelli B at 8:22 am, Aug 28, 2025

SUBTOTAL	$11,297.98
TAX TOTAL	$774.27
DISCOUNT	($237.00)
TOTAL USD	$11,835.25
AMOUNT PAID	$0.00
AMOUNT DUE	$11,835.25

NEW HANOVER COUNTY
230 GOVERNMENT CENTER DRIVE, STE 165
WILMINGTON, NC 28403
Tax ID #56-6000324

ORIGINAL

Purchase Order

Fiscal Year 2026

BILL TO
SHERIFF'S OFFICE
NEW HANOVER COUNTY
3950 JUVENILE CENTER ROAD
CASTLE HAYNE, NC 28429
EMAIL: NHCSOBUSINESSOFFICE@NHCGOV.COM

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20260311 - 00**

Delivery must be made within doors of specified destination.

VENDOR
PEN-LINK
PEN-LINK, LTD
5944 VANDERVOORT DR
LINCOLN, NE 68516

SHIP TO
SHERIFF VICE & NARCOTICS
NEW HANOVER COUNTY
104 NORTH 4TH STREET
WILMINGTON, NC 28401
AFREEMAN@NHCGOV.COM

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
4024218857		121	ASHLEY FREEMAN

Date Ordered	Vendor Number	Terms	Freight Method/Terms	Department/Location
08/06/2025	43431	Net 30 Days	FOB Destination	11032100 - SHERIFF ADMIN

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	PLX SOFTWARE LICENSE				
1	PLX SOFTWARE MAINTENANCE AND SUPPORT - STANDARD ***11032700 - 700329 $4,860.60***	1.0	EACH	$4,860.60	$4,860.60
2	PENPOINT 1-PACK ***11032700 - 700329 $3,758.00***	5.0	EACH	$799.00	$3,995.00
3	PENPOINT 1-PACK ***11032700 - 700329 $1,598.00***	2.0	EACH	$799.00	$1,598.00
4	PENLINK ACADEMY TRAINING SUBSCRIPTION ***11032700 - 700329 $844.38***	1.0	EACH	$844.38	$844.38
5	(1) LINCOLN ADMINISTRATIVE SOFTWARE (TELEPHONE) (1) PLX SOFTWARE LICENSE - INTERCEPT EDITION (PHONE) (1) PLX SOFTWARE LICENSE - INTERCEPT EDITION (IP) to be combined with INTERCEPT EDITION (TELEPHONE) (1) ADD-ON: PEN-PROXY FOR PLX SOFTWARE LICENSE - INTERCEPT EDITION (TELEPHONE) (3) Annual Training Subscription - Free In-Person Seat DISCOUNT OF $237 APPLIED TO LINE 2	1.0	EACH	$0.00	$0.00

INCORPORATE QUOTE: THIS PURCHASE ORDER INCORPORATES VENDOR'S QUOTE# 00056656 DATED 07/14/2025 BY REFERENCE AS IF FULLY SET OUT. THE AMOUNT OF THIS PURCHASE ORDER IS NOT TO EXCEED $11,060.98 UNLESS A REVISED QUOTE IS RECEIVED FROM THE VENDOR. IT IS UNDERSTOOD THAT THIS TOTAL DOES NOT INCLUDE NC SALES TAX. NEW HANOVER COUNTY DOES NOT ENCUMBER SALES TAX ON THE PURCHASE ORDER; HOWEVER, SALES TAX WILL BE PAID UPON INVOICING FROM THE VENDOR.

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Important: Read terms and conditions provided as part of this purchase order.
When complete shipment is made, mail invoice and one copy itemizing all charges to "Bill To" Address shown above.

CONTINUED ON NEXT PAGE

NEW HANOVER COUNTY
230 GOVERNMENT CENTER DRIVE, STE 165
WILMINGTON, NC 28403
Tax ID #56-6000324

ORIGINAL

Purchase Order

Fiscal Year 2026

BILL TO
SHERIFF'S OFFICE
NEW HANOVER COUNTY
3950 JUVENILE CENTER ROAD
CASTLE HAYNE, NC 28429
EMAIL: NHCSOBUSINESSOFFICE@NHCGOV.COM

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20260311 - 00**

Delivery must be made within doors of specified destination.

VENDOR
PEN-LINK
PEN-LINK, LTD
5944 VANDERVOORT DR
LINCOLN, NE 68516

SHIP TO
SHERIFF VICE & NARCOTICS
NEW HANOVER COUNTY
104 NORTH 4TH STREET
WILMINGTON, NC 28401
AFREEMAN@NHCGOV.COM

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
4024218857		121	ASHLEY FREEMAN

Date Ordered	Vendor Number	Terms	Freight Method/Terms	Department/Location
08/06/2025	43431	Net 30 Days	FOB Destination	11032100 - SHERIFF ADMIN

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	11032700 - 700329 ***$0.00***				
	********** GL SUMMARY **********				
	11032700 - 700329 ***$11,060.98***				

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By: Eric P Credle
Chief Financial Officer

* Important: Read terms and conditions provided as part of this purchase order.
When complete shipment is made, mail invoice and one copy itemizing all charges to "Bill To" Address shown above.

PO Total **$11,060.98**

New Hanover County
Terms and Conditions

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20260311 - 00

By acceptance of this purchase order, the vendor or contractor, (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER**: Contact the Bill To Department shown.
2. **PURCHASE ORDER NUMBER**: The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered exceeding $1,000 without a purchase order.
3. **PRICE**: If prices or terms do not agree with your quotation, you must notify the ordering Department immediately. All prices are quoted **F.O.B.** DESTINATION unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without Purchasing's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or property damage; New Hanover County shall be named as additional insured. (b) Professional Liability insurance in an amount not less than $1,000,000 per occurrence - if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than $1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than $1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.
12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller s violation of any laws.
13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
15. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.
23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.
24. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards contained in Title 2 CFR § 200 et seq.

 Check Number: 00579251

Invoice Date	Invoice Number	Invoice Description	Inovice Amount
11/18/2025	INVUS-10671	NHCSO Tangles - Shield PO# 20260793 GL-11032700 - 700329	$77,795.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
43431	PEN-LINK	00579251	12/04/2025	$77,795.00

New Hanover County - General Acct. - 230 Government Center Drive, Suite 165, Wilmington, NC 28403 - PLEASE DETACH BEFORE DEPOSITING CHECK

AP

PROVISION FOR THE PAYMENT OF THIS CHECK HAS BEEN MADE BY AN APPROPRIATION DULY MADE OR BONDS OR NOTES DULY AUTHORIZED PURSUANT TO THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

New Hanover County
General Account

Vendor Number	Check Date	Check Number
43431	12/04/2025	00579251

AMOUNT
$77,795.00

Pay Seventy-seven Thousand Seven Hundred Ninety-five Dollars and 00 Cents******

To the Order Of
PEN-LINK
DBA PEN-LINK, LTD
PO BOX 6561
LINCOLN, NE 68506

FILE COPY
NON-NEGOTIABLE

AP

NEW HANOVER COUNTY
230 GOVERNMENT CENTER DRIVER, STE 165
WILMINGTON, NC 28403

Forwarding Service Requested

New Hanover County

00579251

PEN-LINK
DBA PEN-LINK, LTD
PO BOX 6561
LINCOLN, NE 68506